



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

that plaintiff was not entitled to recover the value of his services from defendant, because of any contract implied from defendant's knowledge, plaintiff having testified that he would have rendered the services regardless of the facts that defendant would have been liable.

EVIDENCE.

Notes—Conditional Delivery—Parol Evidence—Statute of Frauds.—Hurt v. Ford, et al., 44 S. W. Rep. (Mo.) 228. Held, where defendant's agent delivered the note of defendant to plaintiff, parol evidence is inadmissible to show that the agent was instructed not to deliver the note until he had procured another signature to it, and that these facts were known to plaintiff. The opinion considers such a transaction as an attempt to deliver the note in escrow; and, whatever may be the law elsewhere, that it is well settled in this State that it cannot be done by delivery to the obligee, but may be to a third party. Barclay, C. J., and Macfarlane, J., dissenting, assert, however, that not only are the opinions in other States conflicting on the point of conditional delivery to the payee, but that there is a want of harmony in the decisions in Missouri. They cite as especial authority for their view of the transaction, Burke v. Delaney, 153 U. S. 234, 14 Sup. Ct. 816; approved in Michels v. Olmstead, 157 U. S. 198, 15 Sup. Ct. 580.

Evidence—Privileged Communications.—Morton v. Smith, et al., 44 S. W. Rep. (Tex.) 683. One who is employed as stenographer and clerk in an attorney's office is not prohibited from testifying to statements he overheard made by a party to an action to the attorney. The privilege extends only to the attorney and persons who are the media of communication between client and attorney.

TRIAL.

Abatement—Another Action Pending.—Wilson v. Milliken, 44 S. W. Rep. (Ky.) 660. The pendency of an action in a United States court is ground for a plea in abatement in a subsequent action in a State court in the same district, where the parties and subject matter are the same, and the relief sought is also the same. The statements to the contrary in Gordon v. Gilfoil, 99 U. S. 169; and Stanton v. Embrey, 93 U. S. 554, are considered by the court as mere dicta, which have been mistakenly followed by such cases as Pierce v. Feagans, 39 Fed. 587; and Kilpatrick v. Railroad Co., 38 Neb. 620, 57 N. W. 664. Du Relle, J., dissenting, denies that these statements are dicta, and asserts that such cases as Radford v. Folsom, 14 Fed. 97, which is approved by the majority in this case, have since been overruled.

Remarks of Judge—Error Without Prejudice.—Klinker v. Third Ave. R. Co., 49 N. Y. Supp. 793. During the trial of the case defendant's counsel moved for an adjournment, whereupon the court said: "This is simply trying to fool, to hoodwink the jury; that is all." In charging the jury, the court, to rectify the error, said: "Whatever has been said in regard to the matter by counsel on either side, or by myself, is withdrawn entirely from your consideration, including the remark that it was mere hoodwinking the jury." Held,